



776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Leonard Burgess, Chief of Police

Date: September 9th, 2014

RE: Proposed Resolution Approving the execution of a Mutual Aid Agreement and Joint Declaration between the City of North Miami and Miami-Dade County for the Multi-Agency Gang Task Force (MAGTF).

RECOMMENDATION

That the City Council adopt a resolution authorizing the City of North Miami to enter into a Mutual Aid Agreement with Miami-Dade County.

BACKGROUND

Florida Statutes Section 23.1225 authorizes law enforcement agencies to voluntarily cooperate and assist other law enforcement agencies in matters of a law enforcement nature.

It is to the advantage of the City of North Miami and Miami-Dade County to receive and extend mutual aid to ensure the public safety of their citizens by providing adequate levels of public services.

MAGTF was created to conduct proactive gang enforcement operations and investigate criminal activity, apprehend, and prosecute those who are outside of the jurisdictional boundaries of the City of North Miami as both parties recognize that criminals do not operate with regard to jurisdictional boundaries.

Attachments

Proposed Resolution
Proposed Mutual Aid Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A MUTUAL AID AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI POLICE DEPARTMENT AND THE MIAMI-DADE COUNTY POLICE DEPARTMENT TO PROVIDE FOR THE NORTH MIAMI POLICE DEPARTMENT'S PARTICIPATION IN THE "MULTI-AGENCY TASK FORCE"; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") and Miami-Dade County are desirous of entering into a Mutual Aid Agreement with each other to allow for North Miami Police Department's participation in the Miami-Dade Police Department's "Multi-Agency Task Force" ("MAGTF"); and

WHEREAS, MAGTF was created to conduct proactive gang enforcement operations, investigate criminal activity, and to apprehend and prosecute those who are outside of North Miami's boundaries as criminals do not operate with regard to jurisdictional boundaries; and

WHEREAS, the Vice Mayor as Acting Mayor and City Council believe that entering into a Mutual Aid Agreement for this purpose will benefit the residents of the City and should be entered into with Miami-Dade County.

NOW THEREFORE, BE IT RESOLVED BY THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Approval of Mutual Aid Agreement. The Vice Mayor as Acting Mayor and the City Council of the City of North Miami, Florida, hereby approve the execution of a Mutual Aid Agreement between the City of North Miami and the Miami-Dade County Police Department for the North Miami Police Department's participation in the "Multi-Agency Gang Task Force", attached hereto as "Exhibit 1."

Section 2. Authority of City Manager and Police Chief. The City Manager and the Chief of Police are hereby authorized to execute the Memorandum of Understanding Agreement with the Miami-Dade County Police Department.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, this _____ day of September, 2014.

PHILIPPE BIEN-AIME
VICE MAYOR AS ACTING MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Vice Mayor as Acting Mayor Philippe Bien-Aime
Councilperson Scott Galvin
Councilperson Carol Keys, Esq.
Councilperson Marie Erlande Steril

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)

**MUTUAL AID AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF NORTH MIAMI
FOR THE
MULTI-AGENCY GANG TASK FORCE**

WHEREAS, it is the responsibility of the governments of Miami-Dade County and the City of North Miami to ensure the public safety of their citizens by providing adequate levels of police services; and

WHEREAS, Miami-Dade County and the City of North Miami have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement; and

WHEREAS, this Mutual Aid Agreement is entered into by Miami-Dade County, by and through its department, the Miami-Dade Police Department and the City of North Miami, by and through its department, the North Miami Police Department. For readability and brevity, this Mutual Aid Agreement will herein be referred to as the "MAA", Miami-Dade County will be referred to as the "COUNTY", the City of North Miami will be referred to as the "AGENCY", and when referred to collectively the COUNTY and AGENCY will be referred to as the "PARTIES", and where referred to singularly, the COUNTY or AGENCY may be referred to as a "PARTY"; and

WHEREAS, the purpose of this MAA is to allow the AGENCY to assist the COUNTY with its Multi-Agency Gang Task Force, referred to as MAGTF, which was created to conduct proactive gang enforcement operations and investigate criminal activity, apprehend, and prosecute those who are outside of the jurisdictional boundaries of the AGENCY as both PARTIES recognize that criminals do not operate with regard to jurisdictional boundaries; and

WHEREAS, the apprehension and prosecution of these criminals should reduce crime both inside and outside AGENCY limits regardless of where these criminals are ultimately apprehended; and,

WHEREAS, this MAA is separate from, and more specific in purpose than, the "Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance," signed by COUNTY and AGENCY representatives,

NOW, THEREFORE, BE IT KNOWN that the COUNTY and the AGENCY, and the undersigned representatives, Invoke mutual aid and voluntary cooperation between the Director of the Miami-Dade Police Department and the Chief of Police of the North Miami Police Department by signing this MAA, for the purposes described herein pursuant to the Florida Mutual Aid Act, ss. 23.12 - 23.22, Florida Statutes, and in consideration for mutual promises to render valuable aid, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I. DEFINITIONS

1. Chief Executive Official: Either the Mayor of the COUNTY, or the Government Executive

(highest ranking official) of the AGENCY, who has the authority to contractually bind the respective law enforcement agency and has executed this Agreement, upon the approval of the governing body of each of the PARTIES. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for the COUNTY, and the Clerk of the AGENCY. This MAA may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this MAA.

2. Miami-Dade Police Department head: The Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the North Miami Police Department, or the Chief's designee.
3. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION II. TERMS AND PROCEDURES

1. Operations:

- a. The AGENCY agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the COUNTY as required to assist the COUNTY to investigate, apprehend and prosecute those people who are engaging in criminal gang activity, and other violent crimes, outside of the jurisdictional boundaries of the AGENCY, however, the AGENCY shall not be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- b. The agency heads, or their designees, shall establish procedures for giving control of the mission definition to the COUNTY, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this MAA to the COUNTY.

2. Powers, Privileges, Immunities, and Costs:

- a. All employees of the North Miami Police Department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the City pursuant to a request for aid made in accordance with this MAA, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties for the party by which they are normally employed.
- b. The party having financial responsibility for the law enforcement agency providing services, personnel, vehicles, equipment, or facilities pursuant to the provisions of this MAA shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- c. The AGENCY shall compensate all of its employees rendering aid pursuant to this MAA and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any PARTY when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this MAA. The provisions of this MAA shall apply with equal effect to paid and auxiliary employees.

3. Indemnification: Each PARTY participating in the Multi-Agency Gang Task Force pursuant to this MAA agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this MAA, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this agreement.
4. Forfeitures: Investigators operating pursuant to this MAA may encounter property subject to forfeiture pursuant to the Florida Contraband Forfeiture Act, Florida Statutes. Such property may be seized, forfeited, and equitably distributed among the PARTIES in proportion to the amount of investigation and participation performed by each law enforcement agency, less the costs associated with the forfeiture action. The COUNTY shall have the exclusive right to control and maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to negotiate a settlement. All seizures (currency, narcotics, evidence or other property) will remain in the control and custody of Miami-Dade Police officers and will be impounded in accordance with COUNTY procedures. The AGENCY must request its share of seized property in writing when the initial seizure documentation is provided to the Miami-Dade Police Department, Police Legal Bureau, or the AGENCY will be barred from claiming any portion of the seized property that may be ultimately forfeited.
5. Conflicts: Any conflicts between this MAA and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

1. Command: The personnel and equipment that are assigned by the AGENCY shall be under the immediate command and direct supervision of a supervising officer designated by the Director of the Miami-Dade Police Department, or his/her designee.
2. Conflicts: Whenever an officer is rendering assistance pursuant to this MAA, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the COUNTY, then such rule, regulation, policy, general order or procedure of the AGENCY shall control, and shall supersede the direct order.
3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this MAA, the Director or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Director or Chief of Police or designee should ascertain at a minimum:
 - The identity of the complainant;
 - An address where the complainant can be contacted;
 - The specific allegation; and;
 - The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the AGENCY, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the AGENCY for administrative review. The COUNTY may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the COUNTY violated any of the COUNTY's policies or procedures.

SECTION IV. PROVISIONS FOR MUTUAL AID AND VOLUNTARY AND OPERATIONAL ASSISTANCE

1. In compliance with and under the authority of this MAA heretofore entered into by the COUNTY and the AGENCY, it is hereby declared that COUNTY is requesting assistance from the AGENCY to investigate, apprehend and prosecute those people who are engaging in criminal gang activity, and other crimes, outside of the jurisdictional boundaries of the AGENCY.
2. A deputy sheriff or police officer of either the COUNTY or the AGENCY shall be considered to be operating under the provisions of this MAA when participating in law enforcement activities that are preplanned and approved by each respective agency head or appropriately dispatched for the purposes of this MAA.
3. The AGENCY agrees to provide personnel to the COUNTY to achieve the purposes of this MAA. AGENCY personnel will only be assigned to participate in operations and investigations governed by this MAA after receiving approval from the COUNTY through the Miami-Dade Police Department.
4. The COUNTY and the AGENCY will furnish their own vehicles and will be responsible for the expenses, maintenance and any liability incurred with respect to the use of their respective vehicles.
5. **RECORDS AND REPORTS:** All investigative reports and arrest reports will be maintained by the COUNTY. With respect to any other records that either PARTY may maintain, each PARTY agrees to comply with public records laws. More specifically, each PARTY will:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the PARTY in order to perform the services required by this MAA.
 - b. Provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the other PARTY.
6. **PROSECUTION:** The criteria for the decision whether to have any particular case prosecuted in the State or Federal system will be based on which level of prosecution and venue would provide the greatest benefit to the overall objectives of the investigation. In all cases, timely notification will be made to the appropriate prosecuting authority.
7. **SCHEDULE OF WORK HOURS:** Work hours may vary to meet operational needs.
8. **INFORMANTS:** Funds to pay any confidential informants for information relating to criminal activity will be supplied by the confidential informants' controlling police department. Informants will be paid in accordance with the specific department's rules and regulations.
9. **RELEASE OF INFORMATION TO THE PRESS:** At no time will any employee of either PARTY release to or discuss with any member of the press any aspect of operations or any aspect of the direction, focus, or general purpose of the investigation without first consulting with the appropriate supervisor of the Miami-Dade Police Department. Subsequent to the consultation, officers acting pursuant to the MAA will discuss any information release with the affected investigators and/or prosecutors to assure that the integrity of the investigation will not be jeopardized. In most, if not all cases, the release of any information, no matter how generic, will be made jointly with the participation of both PARTIES and pursuant to Florida Statutes Chapter 119 and any other applicable statutes governing the disclosure of public records.

SECTION V. EFFECTIVE DATE

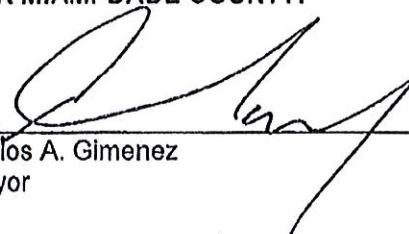
This Agreement shall be in effect from the date of signing and will continue year to year. Under no circumstances may this MAA be renewed, amended, or extended except in writing.

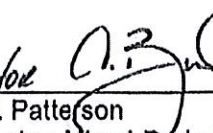
SECTION VI. CANCELLATION

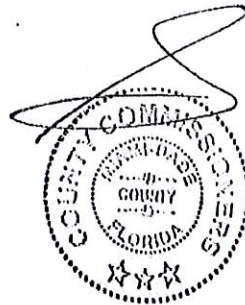
This Agreement may be cancelled by either PARTY upon thirty (30) days written notice to the other PARTY. Cancellation will be at the discretion of the chief executive official of the PARTIES hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 20__

FOR MIAMI-DADE COUNTY:

for  6/30/14
Carlos A. Gimenez
Mayor Date

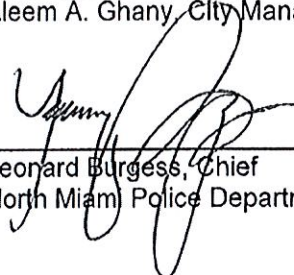
for  6.26.14
J.D. Patterson
Director, Miami-Dade Police Department Date



FOR THE CITY OF NORTH MIAMI:

Aleem A. Ghany, City Manager

Date


Leonard Burgess, Chief
North Miami Police Department

2/11/14
Date